IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
Court Receiver's Report No.52 of 2006
In
Civil Application No.368 of 2003
In
Appeal From Order No.246 of 2003
In
B.C.C.C. Suit No.4365 of 1998

Mahadeo Anant Rane. .. Applicant
Vs.
Shri Vilas Anant Rane & Ors. .. Respondents
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Shri J.B.Patel for the Applicant/Defendant No.1.

Shri R.R.Verma i/b Shri A.M.Saroagi for the Respondent No.3.

Shri C.R.Bhogaonkar, IInd Assistant to Court Receiver.
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CORAM: ABHAY S. OKA, J

DATED: 14TH JULY, 2006.

P.C.

1. The Applicant/original Defendant No.1 is appointed as agent of the Court Receiver in respect of the suit premises pending a suit. After disposal of the suit, it is stated that the appeal Court has continued the appointment of Defendant No.1 as an agent of the Court Receiver.

2. Learned counsel for Defendant No.1 submitted

that the co-operative society in which the suit premises are located is ready and willing to carry out repairs by incurring necessary expenditure. Learned counsel appearing for Defendant No.1 submitted that Defendant No.1 is unable to carry out repairs and repairs must be carried out by the society. Learned counsel appearing for the original Defendant No.1 did not dispute that the repairs are in the nature of internal repairs.

3. The Defendant No.1, who is agent of Receiver, has to carry out necessary tenanted repairs, as it is his obligation to keep the premises in proper condition.

4. Learned counsel for Defendant No.1 states that the builder who constructed the building is ready to carry out repairs. It is the responsibility of Defendant No.1 to get repairs carried out and is free to appoint contractor of the society or the builder to carry out repairs. However, this will be subject to Defendant No.1 executing usual indemnity bond and undertaking.

5. Hence, the report of the Court Receiver is disposed of by passing the following order.

(i) The Defendant No.1 is directed to carry out permissible tenanted repairs in the suit premises on his executing usual indemnity bond and usual undertaking at his own costs.

(ii) It is clarified that if the builder concerned is ready to carry out repairs, it is for Defendant No.1 to have a private arrangement either with the builder or with the society in that behalf. It will however be the responsibility of Defendant No.1 to ensure that no illegality is committed while carrying out the repairs.

(iii) The Defendant No.1 will carry out repairs after obtaining permission from the competent authority, if required. The permission will have to be obtained by the Court Receiver. If permission is already granted in favour of the owner of the property, a copy of the said permission shall be submitted by the Defendant No.1 to the Court Receiver. This will obviate the

making of application by the Receiver.

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